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*Attorneys for Plaintiff Epic Games, Inc.*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION**

**THIS DOCUMENT RELATES TO:**

*Epic Games, Inc. v. Google LLC et al.,*  
Case No. 3:20-cv-05671-JD

Case No. 3:21-MD-02981-JD

**STIPULATION AND [PROPOSED]  
ORDER PURSUANT TO FEDERAL RULE  
OF EVIDENCE 502(d)**

1 Plaintiff Epic Games, Inc. ("Epic"), and Defendants Google LLC, Google Ireland Limited,  
2 Google Commerce Limited, Google Asia Pacific Pte. Limited and Google Payment Corp.  
3 (collectively, "Google"), by and through their respective counsel, hereby stipulate as follows:

4 WHEREAS, pursuant to the Stipulation and Order Regarding Briefing Schedule for  
5 Attorneys' Fees and Costs, the parties currently are briefing their dispute regarding the "cost of suit,  
6 including a reasonable attorney's fee" that Epic may be entitled to pursuant to 15 U.S.C. § 26 (the  
7 "attorneys' fees dispute");

8 WHEREAS, the parties agree that the resolution of the attorneys' fees dispute requires the  
9 production of certain documents reflecting work done by attorneys and that could contain privileged  
10 or protected information;

11 WHEREAS, the parties agree that the resolution of the attorneys' fees dispute could be  
12 made more efficient through an agreement whereby the production of documents or the disclosure  
13 of information made in furtherance of such resolution would not constitute a waiver of any privilege  
14 or protection, or otherwise allow the use of the documents, in any other proceeding;

15 WHEREAS, the parties otherwise reserve all rights.

16 NOW THEREFORE, the parties jointly stipulate and agree that pursuant to Fed. R. Evid.  
17 502(d):

18 1. The production of documents made in furtherance of the resolution of the attorneys'  
19 fees dispute shall not constitute a waiver of any privilege or protection (including attorney-client,  
20 work product, or any other applicable privilege) for purposes of any other proceeding.

21 2. The use by any party of any documents produced in furtherance of the resolution of the  
22 attorneys' fees dispute, which is made in furtherance of said dispute, shall not be deemed a waiver  
23 of any privilege or protection (including attorney-client, work product, or any other applicable  
24 privilege) for purposes of any other proceeding.

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1 DATED: September 24, 2025

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13 FAEGRE DRINKER BIDDLE & REATH LLP  
14 Paul J. Riehle (SBN 115199)

15 Respectfully submitted,

16 By: /s/ Gary A. Bornstein  
17 Gary A. Bornstein

1 DATED: September 24, 2025

MUNGER, TOLLES & OLSON LLP

2 Glenn D. Pomerantz

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3 MORGAN, LEWIS & BOCKIUS LLP

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Michelle Park Chiu

6 HOGAN LOVELLS US LLP

7 Jessica L. Ellsworth

8 Respectfully submitted,

9 By: /s/ Michelle Park Chiu

10 Michelle Park Chiu

1 **[PROPOSED] ORDER**

2 Having considered the parties' Stipulation Pursuant to Federal Rule of Evidence 502(d):

3 **IT IS HEREBY ORDERED THAT:**

4 1. The production of documents made in furtherance of the resolution of the attorneys' fees dispute shall not constitute a waiver of any privilege or protection (including attorney-client, work product, or any other applicable privilege) for purposes of any other proceeding.

5 2. The use by any party of any documents produced in furtherance of the resolution of the attorneys' fees dispute, which is made in furtherance of said dispute, shall not be deemed a waiver of any privilege or protection (including attorney-client, work product, or any other applicable privilege) for purposes of any other proceeding.

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7 **IT IS SO ORDERED.**

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**DATED:** \_\_\_\_\_

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HON. JAMES DONATO  
United States District Judge